

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

REQUEST FOR PROPOSALS SPECIFICATION NO. 04-224

The City of Lincoln, Nebraska intends to contract for and invites you to submit a sealed proposal for professional engineering services related to the project listed and described below:

Engineering Services for Phase II Urban Drainage Preliminary Engineering Study

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon, Wednesday, September 1, 2004 in the office of the Purchasing Agent, located at Suite 200, K Street Complex, 440 South 8th Street, Lincoln, Nebraska, 68508. Proposals will be publicly opened, reading only the names of those submitting proposals, at the K Street Complex.

A copy of the request for proposal may be obtained from the Purchasing Division web site at:

www.ci.lincoln.ne.us/city/finance/purch/index.htm

All communications relative to this work prior to the opening of the proposals shall be directed in writing to the Project Selection Committee Chair, Devin Biesecker, P.E., Watershed Management, City of Lincoln Public Works, 901 N. 6th Street, Lincoln, NE 68508 fax 402/441-8194 or email at dbiesecker@lincoln.ne.gov and cc to Mary L. Matson, Purchasing Department, fax 402/441-6513 or email at mmatson@lincoln.ne.gov.

Submitter should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division prior to the time and date specified above.

REQUEST FOR PROPOSALS

SPECIFICATION NO. 04-224

Engineering Services for Phase II Urban Drainage Preliminary Engineering Study

1. PURPOSE AND INTENT

- 1.1 The City intends to retain a professional engineering firm to evaluate the existing stormwater system shown in the 18 study area as shown in the attached map, perform hydrologic and hydraulic (H & H) analysis, identify problem areas and, develop conceptual plans to address system deficiencies and reduce flooding potential. .
- 1.2 List the proposed drainage improvement projects in the order priority, using City's project ranking worksheet.
- 1.3 Create GIS coverage for the model results. The drainage components (i.e., inlet, pipes, manholes, open channels, outlets, culverts, etc..) in GIS map shall have it's attributes/database linked to each element.

2. PROJECT DESCRIPTION/SCOPE OF WORK

- 2.1 Data Preparation/Data Collection: For each drainage study area, data preparation/data collection shall include but may not be limited to;
 - 2.1.1 Gather and compile background information.
 - 2.1.2 Obtain the input data files for the existing stormwater elements (i.e., inlet, pipes, manholes, open channels, outlets, culverts, etc..) from the City with unique identification tag, horizontal and vertical coordinate and other available information.
 - 2.1.3 Revise the input data file from the City as necessary to allow import of the "batch input files" from the text format to the GEOPAK DRAINAGE®.
 - 2.1.4 Perform quality control of the input data from the City prior to running GEOPAK DRAINAGE®. Using foreman's map, field visit and other means, verify the system connectivity and accuracy of the input data.
- 2.2 Hydrology and Hydraulic Modeling.
 - 2.2.1 The existing stormwater system evaluation and the H & H analysis shall be performed as per the City's drainage criteria manual.
 - 2.2.1.1 For each drainage study area, H & H modeling will include but may not be limited to;
 - 2.2.1.1.1 Develop the existing drainage system network for the hydraulic and hydrologic modeling using GEOPAK DRAINAGE®.
 - 2.2.1.1.2 Delineate drainage sub-areas for each inlets based on the street profiles, window survey, and the 2 foot contours from the City.
 - 2.2.1.1.3 The drainage characteristics like time of concentration, run-off coefficient, etc.. shall be computed as per the City's drainage criteria manual.
 - 2.2.1.1.4 Land uses with corresponding coefficients from the most current City of Lincoln land use map will be used for the hydrology.
 - 2.2.1.1.5 Rational method shall be used for the hydrologic analysis and Manning's equation to perform hydraulic analysis.
 - 2.2.1.1.6 Perform H & H modeling for the minor event (5 year or 10 year) and major event (100 year).
- 2.3 Identify Existing Drainage System Deficiencies
 - 2.3.1 Based on the criteria's outlined in the City's drainage criteria manual, the existing drainage system deficiencies shall be identified.

- 2.3.2 The existing system deficiency shall include but may not be limited to:
 - 2.3.2.1 Identify sump areas and the flooding location.
 - 2.3.2.2 Identify availability of the dedicated overland flow paths.
 - 2.3.2.3 Determine peak flows at critical locations.
 - 2.3.2.4 Identify pipe and inlet deficiencies.
 - 2.3.2.5 Identify the structural and street flooding frequencies.
 - 2.3.2.6 Determine culvert overtopping frequencies.
 - 2.3.2.7 Identify open channel deficiencies.
 - 2.3.2.8 Identify area (s) of concern and flooding impacts.
 - 2.3.2.9 Identify erosion and sediment problem areas.
 - 2.3.2.10 Identify insufficient guard rail by culverts.
- 2.4 Propose Drainage Improvement Projects.
 - 2.4.1 Provide a preliminary drainage improvement recommendation to address the existing storm water system deficiencies. The proposed project recommendation shall include but may not be limited to;
 - 2.4.1.1 The revised pipe sizes and additional inlet locations.
 - 2.4.1.2 Conveyance for 100 year flow from the sump location .
 - 2.4.1.3 Any necessary erosion control measures.
 - 2.4.1.4 Other improvement features.
 - 2.4.1.5 Probable opinion of cost estimates.
- 2.5 Project Prioritization.
 - 2.5.1 After all the drainage improvement projects are identified for the study areas, list the proposed projects in the order of priority using the City's project ranking worksheet.
 - 2.5.1.1 Any previous projects identified by the City using the similar ranking worksheet shall also be included in the "final" list.
- 2.6 Extract hydrologic and hydraulic model results in GIS format and create GIS coverage.
 - 2.6.1 The following task shall be performed for each drainage study area:
 - 2.6.1.1 Create GIS coverage for the model results.
 - 2.6.1.2 Show in plan view the existing drainage system, street system and street labels, each drainage component identification tag, sub-basin ID and it's drainage boundary.
 - 2.6.1.3 Show in plan view the sump location and ponding areas, structural flood frequencies, inlet and pipe deficiencies, culvert crossing and highlight other area (s) of concern.
 - 2.6.1.4 For each drainage components, build database to included H & H information and other attributes. The general attributes for each drainage component will include, but may not be limited to;
 - a. Drainage component ID
 - b. Location (Horizontal and Vertical coordinates
 - c. Type, Size and slope
 - d. Drainage area
 - e. H & H characteristics (i.e., Tc,C, etc.)
 - f. Design flow, 100-year flow and Capacity
 - g. Velocity & Hydraulic Grade Line elevation
 - h. Invert elevation
 - i. Junction Losses
 - j. Any other pertinent information
 - 2.6.1.5 Link GIS coverage to the City's existing GIS database.
 - 2.6.1.6 The GEOPAK Drainage model output information shall be in the spreadsheet format that can be imported to the City's database system (Carte Graph/GIS format). The model output information will include attributes listed in 2.6.3 above.

2.7 Deliverables

2.7.1 The ultimate deliverables for this project will be:

- 2.7.1.1 Drainage Report: Drainage report for each study area shall include but may not be limited to;
- Summary reports describing the study area and study findings. Tables for modeling output and the deficiencies listed in section 2.2 & 2.3 above.
 - Show in plan view map, the deficiencies listed in section 2.3 above.
 - Aerial extent of flooding and overland flow path.
 - The proposed drainage improvement project will include items listed in section 2.4 above.
 - The probable opinion of cost for the proposed projects.
 - Hard copy of the H & H modeling output for the minor and major storm event. The output file will include but not limited to the attributes listed on section 2.6.1.4 above.
 - The Appendix of the report shall include but not limited to; field verification check list, photographs taken during the field visit, Cost estimate worksheets, etc..
- 2.7.1.2 Final proposed drainage improvement project ranking list.
- 2.7.1.3 Electronic copy of all models, reports and pertinent information on CD.

3. **AVAILABLE INFORMATION**

- 3.1 Any currently available landbase, public utility, contours and aerial photographic information in Microstation format.
- 3.2 Information is available for review at the offices of the City of Lincoln Engineers office located at 531 Westgate Blvd., Suite 100, Lincoln, Nebraska.

4. **REQUIRED SERVICES**

- 4.1 The consultant selected shall provide normal and customary professional services for this project may include but not limited to:
- 4.1.1 Data manipulation
 - 4.1.2 Hydrologic and hydraulic analysis
 - 4.1.3 GIS mapping
 - 4.1.4 Report writing
- 4.2 All the above shall be in conformance to/with City requirements.
- 4.3 Meetings will be held with the City Project Team at appropriate times to discuss progress and issues.
- 4.4 Prepare a project work plan which defines in detail the Consultant's and City's mutually agreed understanding of project scope, objectives, and schedule, including budgetary information.
- 4.4.1 Meet with City staff to review the work plan for the project.
- 4.5 Submit individual draft reports for review by city staff prior to the submittal of the final reports for each sub basin.
- 4.6 Submit final models on individual CDs in Microstation and Geopak format.

5. **TENTATIVE PROJECT SCHEDULE**

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|------|--|--------------------|
| 5.1 | Review & Open RFP's | September 1, 2004 |
| 5.2 | Review of RFP (Short List): | September 8, 2004 |
| 5.3 | Notification for Interviews: | September 9, 2004 |
| 5.4 | Interviews : | September 15, 2004 |
| 5.5 | Negotiate Scope of Work : | September 23, 2004 |
| 5.6 | Final Meeting: | October 7, 2004 |
| 5.7 | Contract Signed by Firm: | October 14, 2004 |
| 5.8 | Notice to Proceed : | November 14, 2004 |
| 5.9 | Final Study Completion: | June, 2005 |
| 5.10 | Consultant shall propose intermediate milestone dates to meet Study Deadlines. | |

6. CITY'S RESPONSIBILITIES

- 6.1 Designate project representative and City project team to coordinate work activities of City project team, Consultant, and other affected parties.
- 6.2 Make all policy and budgetary decisions so as to allow timely completion of the work.
- 6.3 Supply pertinent existing drawings, records, and available information.

7. PROPOSAL CONTENTS

- 7.1 Describe and outline the Firm's Approach to performing the work required by this project.
 - 7.1.1 Include implementation plan describing project phases, key work elements to meet critical project dates, and a recommended schedule of meetings to provide for timely input by City project team.
- 7.2 Outline of the Proposed Project Schedule to meet the project schedule listed in this RFP shall be included.
 - 7.2.1 Provisions for meaningful input from City project team during the initial project review are essential and shall be addressed.
- 7.3 Delineate the Project Team and Organization.
 - 7.3.1 Include names of key individuals to be assigned to, and work directly on, the project.
 - 7.3.2 Describe specific areas and limits of responsibilities for each of the team members and proposed sub-consultants to be utilized.
 - 7.3.3 Include a project team organizational chart showing lines of responsibility and extent of involvement for sub-consultants.
 - 7.3.4 Include resumes for project team members, key individuals, and sub-consultants.
- 7.4 Describe the Ability of the Firm to Meet the Intent of Required Services outlined in this RFP, including:
 - 7.4.1 Time availability of team members to meet the tentative project schedule.
 - 7.4.2 Quality Assurance and Quality Control (QA/QC) review procedures to be utilized on this project.
 - 7.4.3 Cost estimating and cost control procedures used by firm on similar projects.
 - 7.4.4 A statement of general qualifications and background experience of the firm and project team members, including sub-consultants in this type of project and work.
 - 7.4.5 Listing of types of anticipated assistance that may be required from the City project team or other City agencies.
 - 7.4.6 List four contacts of former clients (to include contact person, title, and telephone number) for which your firm was engaged within the past five (5) years to perform projects of similar size, capacity and dollar amount.

8. PROPOSAL FORMAT

- 8.1 Proposals shall be plain white paper, black ink, 8 single sided pages, stapled in the upper left corner. This does not include cover letter and resumes.
- 8.2 The following is a list of attachments which are not part of the eight (8) page limit.
 - 8.2.1 A summary description of the firm's history, structure, size and philosophy.
 - 8.2.2 A summary resume/dossier of the key staff to be assigned to the project.
 - 8.2.3 A list of similar projects the firm has completed and the names, telephone numbers of the contract administrator/s.

9. PROPOSAL EVALUATION CRITERIA

- 9.1 Understanding of the requirements of this project.
- 9.2 Relevance and suitability of the project approach and schedule to meet the needs of the City.
- 9.3 Qualifications and expertise of the key personnel to be assigned to this project.
- 9.4 Background experience of the firm and the project team as it directly relates to this project.
- 9.5 Record of past performance on similar projects.
- 9.6 Comments and opinions provided by references.
- 9.7 Quality and cost control procedures to be used on this project.
 - 9.7.1 Identify personnel responsible for these controls.

- 9.8 Resources of the firm to conduct and complete this project in a satisfactory manner.
 - 9.8.1 Factors to be considered include: current work load (including current work with the City), proposed schedule for completion, and ability and willingness to commit the key personnel.
- 9.9 Clarity, conciseness, and organization of proposal.
- 9.10 NOTE: Proposals will be reviewed, evaluated and ranked (e.g.: 1, 2, 3) in accordance with the City's selection process and procedure.

10. SUBMITTAL PROCEDURES

- 10.1 Submit six (6) copies of your proposal to the office of the Purchasing Agent, located at Suite 200, K Street Complex, 440 South 8 Street, Lincoln, Nebraska, 68508 no later than the date stated in the Notice for Request for Proposals.

11. CONTACTS

- 11.1 Contact regarding the development of a proposal shall be made in writing only, with the Project Selection Committee Chair, Devin Biesecker, P.E., Watershed Management, City of Lincoln Public Works, 901 N. 6th Street, Lincoln, NE 68508 , cc: Mary Matson, Purchasing, 440 So. 8th St., Lincoln, NE 68508.
- 11.2 Any follow-up conversations with City staff will be directed by the Selection Committee Chair.
- 11.3 Any addenda answering questions or providing clarifications will be sent out by the Purchasing Department and be available on the City of Lincoln's website at www.ci.lincoln.ne.us/city/finance/purch/index.htm search keyword: Bid
- 11.4 Verbal responses and/or representations shall not be binding to the City.

12. ESTIMATED FEES

- 12.1 The City will rank the proposals based on the criteria outlined in the RFP and determine a short list.
- 12.2 The firms selected for oral presentations will be notified and will be asked to prepare a fee schedule and submit in a sealed envelope at the time of interview.
- 12.3 The fee schedule may be used in case of a tie in the ranking of the top firm after the oral presentations.
- 12.4 If the city is unable to arrive at a mutual agreement with the top ranked firm, the city retains the sole right to move on to negotiations with the second (then, third, etc.) ranked firm.

13. INSURANCE

- 13.1 The successful firm shall obtain all insurance required and approved by the City Attorney for the City of Lincoln. Standard Certificate of Insurance requirements can be found on the City website at: <http://www.lincoln.ne.gov/city/finance/purch/index.htm>
- 13.2 All certificates of insurance shall be filed with the City of Lincoln on the standard Accord Certificate Of Insurance form showing the specific limits of insurance coverage required in Sections A,B,C,D, and showing the City of Lincoln as named additional insured.
 - 13.2.1 Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
 - 4.3.1 That all date recognition and processing by the software / firmware / hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 4.3.2 That all date sorting by the software/

firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software / firmware / hardware/equipment/systems that does comply with this Specification and Agreement.

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. EVALUATION AND AWARD

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
- 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
- 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

10. INDEMNIFICATION

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by

any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. LAWS

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

12. AWARD

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
- 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
- 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

13. AFFIRMATIVE ACTION

- 13.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

14. LIVING WAGE

- 14.1 The proposers agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.